



# Marjama Muldoon

An Intellectual Property Practice

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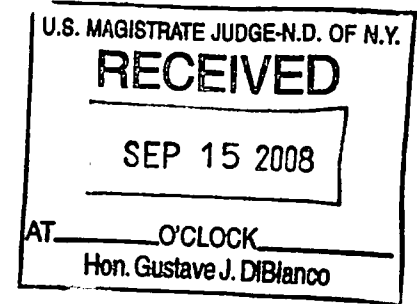
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September 15, 2008

**VIA FACSIMILE**

Hon. Gustave J. DiBianco  
U.S. Magistrate Judge  
Federal Building and U.S. Courthouse  
P.O. Box 7396  
Syracuse, NY 13261-7396



**Re: Request for Determination of Attorney's Charging Lien in  
*Haritatos v. Hasbro, Inc. et al.*, NDNY Civil Action No. 6:05-CV-930 (DNH/GJD)**

Dear Judge DiBianco:

We write to request a telephone conference as a predicate to filing a motion for the Court to determine the amount of our firm's charging lien on the contingency recovery and unreimbursed costs relative to the above referenced action. Hiscock & Barclay has informed us that they are in possession of the settlement proceeds from Defendants, but have refused to either pay us or provide us with sufficient information to determine the amount of our lien.

As the Court may recall, this firm, through its former partner, Robert Purcell, represented the plaintiff in the above referenced trademark litigation pursuant to the terms of an contingency fee arrangement memorialized in a letter dated July 23, 2005. Mr. Purcell left our firm on October 16, 2006 and shortly thereafter, we were notified by letter dated November 3, 2006, that plaintiff elected to transfer his matters to Mr. Purcell at Hiscock & Barclay. Based on the unwillingness of Mr. Haritatos and Mr. Purcell to execute a substitution of counsel, on December 8, 2006, we moved to withdraw from this litigation, which was granted by the Court in its Order of January 16, 2007 (Docket No. 124).

An arbitration was conducted concerning the rights and obligations attendant to the departure of Robert E. Purcell from our firm. The awards issued at the conclusion of that arbitration were confirmed on April 11, 2008 by Supreme Court Justice John C. Cherundolo. A separate decretal paragraph of the Order specifically awarded this firm a charging lien for unreimbursed costs and disbursements "in the amount of \$30,828.00 against any recovery had by the Claimant [Purcell] or Claimant's current firm, Hiscock & Barclay, LLP" relative to the *Haritatos* matter. The Order confirming the arbitration and all supporting documents were ordered by Justice Cherundolo to be filed under seal under Index Number 2007-3255. On April 16, 2008, I wrote to Mr. Langan and gave him formal notice of the lien awarded by Judge Cherundolo. Although Mr. Purcell has been served with a copy of the Order and Notice of Entry, Mr. Langan has disputed the sufficiency of our notice of the lien to Hiscock.

The engagement letter included a provision for the splitting of the contingency fee between our firm and substituted counsel based on the proportional share of time spent on the matter. We have offered to exchange information with Hiscock regarding timekeeping records and reimbursement of costs and legal fees by Mr. Haritatos and his insurance company. Hiscock has refused these requests.

We therefore request a teleconference to address this dispute at the Court's earliest convenience. In the meantime, if you have any questions, please do not hesitate to contact me.

Very truly yours,  
MARJAMA MULDOON BLASIAK & SULLIVAN LLP

James R. Muldoon

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JRM/mms

cc: Robert E. Purcell, Esq.  
Richard Hughes, Esq.